

# EXHIBIT F

ANTOINE CHAHWAN  
STALEY, ET AL. V. FSR INTERNATIONAL HOTEL

April 10, 2023

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1 UNITED STATES DISTRICT COURT

2 SOUTHERN DISTRICT OF NEW YORK

3 -----  
4 SELENA STALEY, VIVIAN HOLMES and  
5 OLIVE IVEY, on behalf of themselves  
6 and all others similarly situated,

7 Plaintiffs,

8 -against-

Case No.

1:22-cv-06781-JSR

9 FOUR SEASONS HOTELS AND  
10 RESORTS, HOTEL 57 SERVICES,  
11 LLC, HOTEL 57, LLC and  
12 H. TY WARNER,

13 Defendants.  
14 -----

15 VIDEOTAPED DEPOSITION OF

16 ANTOINE CHAHWAN

17 DALLAS, TEXAS

18 April 10, 2023

19  
20  
21  
22  
23 Reported by: Susan S. Klinger, RMR-CRR, CSR

24 Job No. J9531034  
25

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9:01 a.m.

Videotaped Deposition of ANTOINE CHAHWAN, held  
at Four Seasons, 5221 North O'Connor Boulevard,  
Suite 650, Irving, Texas, before Susan S. Klinger,  
a Registered Merit Reporter and Certified Realtime  
Reporter of the State of Texas.

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H. Ty WARNER:

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Mark Hendricks, videographer

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P R O C E E D I N G S

VIDEOGRAPHER: Today's date is April the 10th, 2023. We are on the record at approximately 9:01 a.m. Central time in the deposition of Antoine Chahwan. Start of media 1 in the matter of Selena Staley, et al versus Four Seasons Hotels and Resorts, et al, number 1:22-CV-6781-JSR, in the United States District Court, Southern District of New York.

This deposition is taking place at the offices of Four Seasons Hotels and Resorts located at 5221 North O'Connor Boulevard, Suite 650, Irving, Texas.

My name is Mark Hendricks, video specialist for Esquire. The court reporter is Susan Klinger also with Esquire.

Would all counsel please introduce themselves for the record, after which the court reporter will swear in the deponent.

MR. BRUSTEIN: Good morning, Evan Brustein, Brustein Law for the plaintiffs.

MR. BROMBERG: Bryan Bromberg, Bromberg Law Office, PC also for the plaintiffs, good morning.

MS. LUNCH: Good morning, Kathryn Lundy



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1 for defendants Hotel 57 Services, LLC, Hotel 57  
2 LLC, Time Warner Hotels & Resorts, LLC and H. Ty  
3 Warner, Smith Gambrell & Russell, LLP, 1301 Avenue  
4 of the Americas, 21st floor, New York, New York  
5 10019.

6 MR. WAGNER: I'm Paul Wagner from Stokes  
7 Wagner on behalf of FSR International Hotels, Inc.  
8 and also representing the deponent Antoine  
9 Chahwan.

10 MR. ZIMMERMAN: And I'm Marc Zimmerman.  
11 I'm also from Smith, Gambrell & Russell for the  
12 same defendants as Ms. Lundy.

13 MR. RISMAN: I am Maya Risman with Risman  
14 & Risman, PC. Attorneys also for the plaintiffs.

15 ANTOINE CHAHWAN,  
16 having been first duly sworn testified as follows:

17 VIDEOGRAPHER: Counsel, you may proceed.

18 MR. BRUSTEIN: I was waiting for Paul.

19 COURT REPORTER: Hold on one second, I  
20 need to give him the Zoom link.

21 MR. BRUSTEIN: Welcome Paul.

22 MR. WAGNER: Thank you.

23 MR. BRUSTEIN: Everyone ready?

24 COURT REPORTER: Yes, we are, thank you.

25 EXAMINATION



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1 Q What -- I apologize.

2 A No, I said I don't recall exactly when,  
3 but I did at one point.

4 Q What is an EmPact agreement?

5 A It is basically an employment agreement  
6 between two parties, the -- the Four Seasons  
7 hiring entity and the employee where specific  
8 rules and expectations are laid out specifically  
9 on -- from both parties, what is expected from  
10 both parties. And that governs your employment  
11 period during the time that you are there.

12 Q What does a Four Seasons hiring entity  
13 mean?

14 A There is an entity that hires all  
15 employees for each property. As I mentioned  
16 before, maybe I didn't, but I will -- I will  
17 specifically speak to that. We are a brand and we  
18 don't own necessarily the properties that we  
19 manage. We manage properties on behalf of other  
20 owners. And it varies from property to property,  
21 on which entity normally hires the employees for  
22 that specific hotel.

23 Q And you said the Four Seasons hiring  
24 entity?

25 A Uh-huh.



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1 Q Who is the owner of FSNY?

2 A Taiwan Hotels and Resorts.

3 Q Who is the operator of FSNY?

4 A Four Seasons. We operate the Four Seasons  
5 hotels, we operate.

6 Q Are there other entities involved in the  
7 management, running, owning, employing of that  
8 hotel or are those the three entities that you are  
9 aware of?

10 MR. WAGNER: Objection, you can answer.

11 A To the best of my knowledge, those are the  
12 three.

13 Q Now, do you know who H. Ty Warner is?

14 A I know who he is, but I've never met him  
15 in-person, never had any contact with him.

16 Q Who is he?

17 A He is the owner of the Four Seasons FSNY.

18 Q And you said you have never met him  
19 in-person. Have you spoken to him on the phone?

20 A I have never had any contact with him.

21 Q Have you emailed with him?

22 A I have not.

23 Q If you ever need to speak to or  
24 communicate with H. Ty Warner, is there someone  
25 you are supposed to contact?

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1 York at the time. The -- the cases kept on  
2 multiplying to a level that was just not feasible  
3 for us to reopen at that moment, so we extended  
4 the closure.

5 Q Now, when you say there was no written  
6 plan back in April 15, 2020, was that just a call  
7 that you had like, hey, guys let's reopen the  
8 hotel or was it informally memorialized in emails  
9 or text messages or, you know, back of the napkin  
10 or something?

11 A There was a lot in this question, but I  
12 will -- at the time we decided to reopen on April  
13 15, it was a date that we selected based on what  
14 we knew at the time. As COVID developed, as cases  
15 kept on going higher, we had to make adjustment to  
16 that.

17 There was no specific action plan in  
18 place. I'm sure you can appreciate the rest of  
19 the world and what was going on at the time we had  
20 very little knowledge of what was to -- what was  
21 happening at the time. And we were just reacting  
22 to what the authorities had been telling us to  
23 what we had been seeing on the ground and whether  
24 it made sense to open the hotel on April 15. At  
25 the time it didn't.

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1 it is the circumstances that we're dealing with  
2 there.

3 Q Your job is about managing the brand of  
4 the Four Seasons. Are you proud of the way the  
5 employees of the Four Seasons New York have been  
6 treated?

7 MR. WAGNER: Objection.

8 MS. LUNDY: Objection.

9 MR. WAGNER: You can answer.

10 A My job is not to -- is not the brand. My  
11 job to -- is the operations. And that is what I  
12 do and I believe in treating people with respect  
13 and dignity, be open, be transparent with them and  
14 that is what we have and continue to do.

15 Q Did you tell the employees of the hotel  
16 back in 2020 that the hotel would not be open  
17 because of disputes between management over fees?

18 A That was not -- that was not what I --  
19 what I told them. And I'm not aware of the nature  
20 of the dispute between management and ownership as  
21 I said before.

22 The reason why we did not open in April  
23 was strictly due to COVID at the time. And as  
24 COVID continues or continued, we were in a  
25 position where it would not make business sense to

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1 open, and hence, the decision was made to embark  
2 on the rectification and the renovation of the  
3 hotel to bring it back to reopen, and that is what  
4 we continue to do today.

5 Q Let's not talk about April 2020.

6 A Okay.

7 Q September of 2020 --

8 A Yes.

9 Q -- when you knew that the hotel was going  
10 to be undergoing significant renovations that  
11 could require the hotel to be closed for more than  
12 a year, did you as the president of operations and  
13 the secretary of the company speak honestly with  
14 the employees about the fact that they would be  
15 out of work for more than a year?

16 MR. WAGNER: Objection.

17 MS. LUNDY: Objection.

18 MR. WAGNER: You can answer.

19 A I did not personally speak to them, but we  
20 did have a conference call where we conveyed those  
21 messages to them and relayed the options for what  
22 they can do in the interim on how they could, you  
23 know, gain lawful employment if they chose to or  
24 continue to look at the means that are available  
25 to them to receive pay through unemployment.



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1 -- and reacted to it as best we could.

2 Q And at what point did you realize COVID-19  
3 was going to require the Four Seasons New York to  
4 shutdown?

5 A I would say around that middle of March  
6 between the 16th through the March 20th is the day  
7 when we closed, when we shutdown the Four Seasons  
8 New York with the -- with the plan to reopen on  
9 April 15th. That is when --

10 Q Did you --

11 A Go ahead.

12 Q Did you think at that point it was  
13 important to notify employees about closing down  
14 the hotel and how it was going to impact them long  
15 term?

16 A I believe that was done by the local team,  
17 yes.

18 Q Now, I'm going to turn your attention to  
19 the EmPact agreement, give me one second, page 56.

20 A Okay.

21 Q At the bottom of the page do you see where  
22 it says no-fault separation pay?

23 A Yes.

24 Q Can you please read the first two  
25 sentences aloud?

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1 with Four Seasons would make them eligible for  
2 no-fault separation?

3 MR. WAGNER: Objection.

4 MS. LUNDY: Objection.

5 A Let me tell you why. I could say they  
6 have the right of recall, because they do. We  
7 have every intention to reopen, and we're working  
8 towards that and we will reopen and when we do  
9 reopen, they will be recalled. What I don't have  
10 the authority -- pardon.

11 Q No, I didn't mean to cut you off. With  
12 Zoom there is sometimes a lag.

13 A That is okay. But I cannot comment on  
14 whether -- if the agreement is terminated whether  
15 everyone will be entitled to no-fault. That is  
16 not -- that is a legal question and they need to  
17 seek legal opinion on that, not from me. That is  
18 not what I could comment on and give you -- it is  
19 not about what I feel or what I think.

20 It is about these are -- these are facts  
21 and they're legal facts. I'm not -- I'm not -- I  
22 don't have the knowledge to be able to answer that  
23 question for you. But I know on the recall piece  
24 that yes, we -- we -- you are going to be recalled  
25 and you will be recalled, and that is why I'm



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1 their right to recall?

2 A Thereagain, they're in the same -- they  
3 have all the right -- every one of them has the  
4 right of recall.

5 Q Well, you just testified that the hotel  
6 may open without some positions. You don't know  
7 until the hotel opens which positions will be  
8 recalled and which won't; right?

9 A Possibly, I don't know for certain, yes.

10 MR. WAGNER: Evan, when you have an  
11 appropriate break I just need to use the mens  
12 room.

13 MR. BRUSTEIN: Just give me one more  
14 minute.

15 MR. WAGNER: No problem.

16 A Please.

17 Q So is it fair to say that until there is  
18 an actual agreement you can't guarantee which  
19 positions will actually be recalled if and when  
20 the hotel reopens?

21 MR. WAGNER: Objection.

22 A No. What I'm saying is the eligibility  
23 for recall applies to everyone. That has -- that  
24 has always been the case and will continue to be  
25 the case.